

**\*26421-0\***

26421-0

Id 26421

Seq 0

Contract# 233938

Amendment No

Term Begin Date

Term End Date

05/10/2011

05/09/2014

Department

Type

County Counsel

Professional Services (County Wide)

Title

Legal Services - Richardson

Contractors Gleaves Swearingen

Rush Deadline

Rush Reason

Rush Other

N

None

Name

Phone

Owner

Jones, Diana

Originator

Jones, Diana

Contact

Summary

Legal advice and representation of Liane Richardson as County Administrator in employemnt issues of the County.

Begin Date

End Date

Amend Eff Date

05/10/2011

05/09/2014

Prv Amount

Current Amount

Total Amount

\$

0.00

\$

25,000.00

\$

25,000.00

App BO No

Del BO No

Del BO Amount

Del BO Note

Competitive Process

None

Start Date

Stop Date

Bid File

DEB

Amount

N

Reason

Delegated Authority

Signing Authority

CAO

**EXECUTED**

# Purchase Order

**LANE COUNTY**  
PURCHASING  
3040 NORTH DELTA HWY  
EUGENE OR 97408

PENDING APPROVAL

| Purchase Order              | Date       | Revision | Page |
|-----------------------------|------------|----------|------|
| 0000233938                  | 07/14/2011 |          | 1    |
| Freight Terms               |            | Ship Via |      |
| FOB-DEST FREIGHT PREPAY&ADD |            | BEST WAY |      |

**Ship To:** OFFICE OF LEGAL COUNSEL  
541-682-4442  
125 EAST 8TH AVENUE  
EUGENE OR 97401-2953

**Vendor:** 0000000148  
GLEAVES SWEARINGEN  
PO BOX 1147  
EUGENE OR 97440-1147

**Bill To:** OFFICE OF LEGAL COUNSEL  
541-682-4442  
125 EAST 8TH AVENUE  
EUGENE OR 97401-2953

**Tax Exempt?** N **Tax Exempt ID:**

| Line-Sch | Item/Description   | Quantity | UOM | PO Price    | Extended Amt |
|----------|--------------------|----------|-----|-------------|--------------|
| 1- 1     | 11-0158 Richardson | 1.00     | EA  | 25,000.0000 | 25,000.00    |

**Total PO Amount**

25,000.00

## ATTORNEY EMPLOYMENT AND FEE AGREEMENT

DATE: May 10, 2011  
CLIENT: Liane Richardson, Acting County Administrator  
ATTORNEYS: GLEAVES SWEARINGEN POTTER & SCOTT LLP  
PRIMARY ATTORNEY: Laura T.Z. Montgomery  
RETAINER AMOUNT: \$ 0.00 DUE DATE: NA

### AGREEMENT

Client retains Attorneys and authorizes them to provide the following services: assist with employment issues consistent with the attached Professional Services Contract and the following terms and provisions.

#### 1. BASIS OF FEES

Client agrees to pay Attorneys a fee for services rendered, calculated by multiplying the hourly rates of lawyers, legal assistants and secretaries in effect at the time the services are rendered and the time (in tenth of an hour increments) spent on the matter. Currently, the rates for secretaries, legal assistants and law clerks are \$45 – \$150 per hour, and the rates for attorneys are \$100 – \$325 per hour. Client acknowledges and agrees these rates and/or the Attorneys' billing may be adjusted periodically to reflect levels of legal experience, changes in overhead costs, and that the amount billed by Attorneys may be adjusted by Attorneys to reflect the following other factors:

- a) The novelty and complexity of the issues presented, and the time, effort, and skill required to perform the services promptly;
- b) The fees customarily charged in the community for similar services and their value to client;
- c) The amount of money or property value involved and the results obtained; and
- d) Other prevailing circumstances such as Client's time demands and the substantial disruption of other office business.

#### 2. COSTS AND DISBURSEMENTS

Client shall also promptly pay upon request all costs and disbursements incurred or advanced by Attorneys on Client's behalf. Costs (to which may be added an administrative

charge) include but are not limited to filing fees, recording fees, computer legal research, photocopies and long distance phone charges.

Attorneys are not obligated to advance costs on behalf of Client. If any third party charge is required to be paid before the retainer deposit has been made or the retainer is consumed by charges in accordance with this agreement and Client fails to make additional retainer deposits as provided in Section 4 of this agreement, Attorneys shall have no duty to advance funds on behalf of Client to preserve any right or remedy of Client.

3. COSTS AWARDED TO ADVERSE PARTY

In the event the defendant prevails in a trial in Circuit Court, the defendant will be awarded a judgment for court costs and a prevailing party fee of \$500, which you would be required to pay. In addition, a prevailing defendant may, in the discretion of the judge, recover up to an additional \$5,000 as a prevailing party fee in the event the judge should find that your conduct giving rise to the litigation was reckless, willful, malicious, in bad faith, or illegal, or the judge should find that your claims or conduct, or that of your Attorneys, in the court proceedings was unreasonable or in bad faith, or such other conduct that would make an award of discretionary fees appropriate. You would be required to pay any such discretionary imposition of prevailing party fees resulting from your conduct.

4. RETAINER DEPOSIT

Client shall pay an initial retainer deposit in the amount indicated above and if the retainer is consumed in accordance with the terms of the agreement, Attorneys have the right to require additional deposits before there would be any duty to perform additional services. Attorneys will perform no services for Client until any initial fee requested by Attorneys has been deposited. The retainer shall be applied first to costs incurred and any balance may be applied to fees due. Such application will be made by Attorneys 10 days after mailing a statement of charges to Client, at the last address provided by Client, unless Client notifies Attorneys in writing of any objection to the statement.

5. BILLING AND TERMS OF PAYMENT

Attorneys will bill Client on a regular basis, normally each month, for fees and for costs and disbursements. Client will pay each statement within 30 days after it is received. After 60 days, unpaid statement balances accrue a late payment charge at the rate of one and one half percent (1-1/2%) per month, which Client agrees to pay upon demand.

6. TERMINATION OF ATTORNEY-CLIENT RELATIONSHIP

Client and Attorneys may terminate the Attorney-Client relationship. Attorneys are willing to undertake representation of Client only if all of Attorneys' statements of charges (including requests for further retainer fees or advance deposits) are paid in full when due; if not so paid, Attorneys may withhold performance of further services, terminate the Attorney-Client relationship and withdraw as attorneys of record. Client may terminate Attorneys at any time, for any reason, by notifying Attorneys. If termination occurs, Client's papers and property will be promptly returned upon receipt of payment for outstanding fees, costs, and disbursements.

7. COLLECTION COSTS

If either Attorneys or Client is required to incur legal fees or costs relating to a civil action on the subject matter of this Agreement, the prevailing party shall be entitled to recover at trial and all appeals such sums as the trial and each appellate court may adjudge reasonable as an attorney's fee in any legal proceeding and appeal thereof. Such sum shall include an amount estimated by the court as the reasonable costs and fees to be incurred by the prevailing party in collecting any monetary judgment or award or otherwise enforcing each order and judgment. If Client becomes a debtor in a bankruptcy case, voluntary or involuntary, attorneys fees and costs include those fees and costs incurred by Attorneys to file a proof of claim, to enforce or interpret any of the terms of this agreement, to seek relief from the automatic stay, to obtain adequate protection, or to otherwise assert the interest of Attorneys in a bankruptcy case, any adversary proceeding or any contested matter.

GLEAVES SWEARINGEN POTTER  
& SCOTT LLP

By: \_\_\_\_\_

Laura T.Z. Montgomery

ATTORNEYS

By: \_\_\_\_\_

Liane Richardson

CLIENT

By signing below, Lane County agrees that it will be responsible for the legal services rendered to the client, Liane Richardson, named above. The County expressly understands and agrees that such legal services are necessary for Ms. Richardson in the course and scope of her duties as ~~Acting City~~ <sup>County</sup> Administrator and that even though the County will pay for such services, Ms. Richardson will remain at all times the client.

By: \_\_\_\_\_

For Lane County, Oregon

Acting County Administrator 7/12/11

APPROVED AS TO FORM

Date: 7-12-2011 Lane County  
\_\_\_\_\_  
OFFICE OF LEGAL COUNSEL

## PROFESSIONAL SERVICES CONTRACT

This Contract is entered into by and between Lane County, Oregon, a political subdivision of the State of Oregon, hereinafter called County, and Gleaves Swearingen Potter & Scott, LLP hereinafter called Contractor. Attorney Laura T.Z. Montgomery will serve as contractor's primary contact with County for performance of services under this contract.

Whereas, County has a need for the type of professional services possessed by Contractor;

Whereas, Contractor desires to provide those professional services;

Now, therefore, the parties agree:

1. Contractor shall perform the professional services for County as stated below:  
  
Legal advice and representation of Liane Richardson as County Administrator in employment issues of the County.
2. Contractor shall comply with all terms and conditions of this agreement, including all terms and conditions of the attached exhibits.
3. In consideration for Contractor's performance, County agrees to pay on a fee for service basis in an amount not to exceed \$25,000 payable as follows: \$100 - 325 per hour for attorneys and \$45 - 150 per hour for secretaries, legal assistants and law clerk work.
4. Any payments by County to Contractor will customarily be made within thirty (30) days of receipt of an invoice from Contractor.
5. The contract period shall be from May 10, 2011 through May 9, 2014.
6. The performance of this Contract is at Contractor's sole risk. The service or services to be rendered under this Contract are those of an independent Contractor who is not an officer, employee or agent of the County as those terms are used in ORS 30.265. Notwithstanding the Oregon Tort Claims Act or provisions of any other contract, Contractor is acting as and assumes liability of an independent contractor as to any claims between County and Contractor. Contractor is solely liable for any workers' compensation coverage; social security, unemployment insurance or retirement payments; and federal or state taxes due as a result of payments under this Contract. Any subcontractor hired by the Contractor shall be similarly responsible.
7. Contractor will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance or Public Employees Retirement System benefits from this contract payment.
8. Contractor is not currently employed by County, and will not be under the direct control of County.
9. The Contractor, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide Worker's Compensation coverage for all their subject workers or be exempt under ORS 656.126.
10. County will report the total amount of all payments to Contractor, including any

expenses, in accordance with Federal Internal Revenue and State of Oregon Department of Revenue regulations.

11. The applicable provisions of the Lane Manual setting forth standard provisions for public contracts (LM 21.130) are hereby incorporated by reference as if fully set forth herein.

12. The Contractor agrees to indemnify, defend, and hold Lane County, its Commissioners, agents, officers, and employees harmless from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of the activities of, or failure to perform by Contractor or its officers, employees, subcontractors, or agents under this Contract.

13. Contractor shall provide all insurance called for on the page entitled "Insurance Coverage Required". As evidence of the insurance coverages required by this contract, the Contractor shall furnish a certificate of insurance to: Lane County Risk Management Division, 125 E. 8th Ave., Eugene, Oregon, 97401. The certificate will specify parties who are Additional Insured and must include a notice provision regarding cancellations. Insurance coverages required under this Contract shall be obtained from insurance companies authorized to do business in the State of Oregon. If Contractor is self-insured under the laws of the State of Oregon, Contractor shall provide appropriate declarations of coverage.

14. Contractor shall not cancel, materially change, or not renew insurance coverages. Contractor shall notify Lane County Risk Manager, 125 E. 8th Ave., Eugene, Oregon, 97401, of any material reduction or exhaustion of aggregate limits. Should any policy be canceled before final payment by Lane County to Contractor and should Contractor fail to immediately procure other insurance as specified, County reserves the right to procure such insurance and to deduct the cost thereof from any sum due Contractor under this Contract. Any insurance bearing any adequacy of performance shall be maintained after completion of the Contract for the full guaranteed period, and should the Contractor fail to immediately procure such insurance as specified, County reserves the right to procure such insurance and to charge the cost thereof to Contractor.

15. Responsibility for payment of damages: Nothing contained in these insurance requirements is to be construed as limiting the extent of Contractor's responsibility for payment of damages resulting from Contractor's operation under this Contract.

16. By execution of this Contract, Contractor certifies under penalty of perjury that:

- a. To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4); and
- b. Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

17. Contractor shall have all licenses and permits necessary to perform the Contract.

18. The County shall not be obligated to pay any amount greater than that stated above.

19. Modifications or amendments to this Contract shall be effective only if in writing and executed by both parties.

20. Dispute Resolution. The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Contract. In the event that the parties alone are unable to resolve any conflict under this Contract, they agree to present their disagreements to a mutually selected mediator. The mediation will occur in Lane County, Oregon. Each party

shall bear its own costs for mediation and the parties shall share the cost of the mediator. This procedure shall be followed to its conclusion prior to either party seeking relief from a court, except in the case of an emergency.

If the dispute remains unresolved through mediation, the parties may agree in writing to submit the dispute to arbitration, using such arbitration process as they may choose at the time and which includes the following conditions:

- a. The location of the arbitration shall be in Eugene, Oregon;
- b. Each party shall bear its own costs (except arbitration filing costs), witness fees, and attorney fees;
- c. Arbitration filing costs and any arbitrator's fees will be divided equally between the parties; and
- d. Judgment upon award rendered by the Arbitrator may be entered in a court in Lane County, Oregon.

21. The parties may jointly agree to terminate this Contract and upon the terms of such termination. The County may terminate this Contract at any time for any reason or for no reason with no liability on its part, except to pay for services previously provided by giving Contractor 30 days written notice.

22. Waiver. Failure of the County to enforce any provision of the Contract shall not constitute a waiver or relinquishment by the County of the right to such performance in the future nor of the right to enforce that or any other provision of this Contract.

23. Severability. If any provision of this Contract is declared by a court to illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

LANE COUNTY, OREGON

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Liane Richardson  
County Administrator

CONTRACTOR

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Laura T.Z. Montgomery

Address: Gleaves Swearingen Potter & Scott, LLP  
PO Box 1147  
Eugene OR 97401

APPROVED AS TO FORM

Date \_\_\_\_\_ Lane County

Business ID No.: \_\_\_\_\_

LANE COUNTY OFFICE OF LEGAL COUNSEL



## INSURANCE COVERAGES REQUIRED

Contractor shall not commence any work until Contractor obtains, at Contractor's own expense, all required insurance as specified below. Such insurance must have the approval of Lane County as to limits, form and amount. The types of insurance Contractor is required to obtain or maintain for the full period of the contract will be:

\_\_\_ **COMMERCIAL GENERAL LIABILITY** The insurance shall include:

*Policy must include:*

*POLICY LIMITS*

Commercial General Liability

\_\_\_\_\_ \$1 million per occurrence/\$2 million aggregate  
\_\_\_\_\_ \$1 million per occurrence/\$3 million aggregate  
\_\_\_\_\_ \$2 million per occurrence/\$4 million aggregate  
\_\_\_\_\_ \$ \_\_\_\_\_ Amount app by risk and required by contract

Damage to Rented Property (\$50,000)

Aggregate limits:

Medical Expenses (\$5,000)

\_\_\_\_\_ Per Policy (most contracts)

Personal and Advertising (Same as per occurrence)

\_\_\_\_\_ Per Project (construction contracts)

Products/Completed Operations (Same as per occurrence)

*FORM* All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be reviewed by the Risk Manager. All claims-made forms must be approved by Risk Management in advance and provide tail/continuous coverage for 24 months from the end of the project.

\_\_\_ **AUTOMOBILE LIABILITY** insurance with limits as specified below. The coverage shall include owned, hired and non-owned automobiles and include Lane County and its divisions, its commissioners, officers, agent, and employees as additional designated insureds (CA 20 48 02 99 or equivalent).

### LIMITS

\_\_\_ \$2 million combined single limit per accident for bodily injury and property damage  
\_\_\_ \$1 million combined single limit per accident for bodily injury and property damage  
\_\_\_ \$ \_\_\_\_\_ Amount app by risk and required by contract

K **PROFESSIONAL LIABILITY** insurance - with limits not less than \$ \_\_\_\_\_ (\$1,000,000 per occurrence minimum when required). Policy must provide tail/continuous coverage for 24 months from the end of the project.

\_\_\_ **POLLUTION LIABILITY INSURANCE** - with limits not less than \$ 1 million per occurrence. Coverage must be continuous for 24 months from the end of the project.

\_\_\_ **ADDITIONAL INSURED CLAUSE** The general and auto liability insurance coverage's required for performance of this contract shall be endorsed to name Lane County and its divisions, its commissioners, officers, agents and employees as additional insureds on any insurance policies required herein with respect to Provider's activities being performed under the Contract. The additional insureds must be named as an additional insured by endorsement and the policy must be endorsed to show cancellation notices to the Lane County department who originated the contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

K **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** as statutorily required for persons performing work under this contract. Any subcontractor hired by Contractor shall also carry Workers' Compensation and Employers' Liability coverage.

**EMPLOYER'S LIABILITY** K Limits of \$500,000.

\_\_\_ **FIDELITY BOND** covering the activities of any person, named or unnamed, responsible for collection and expenditures of funds. Limit \_\_\_\_\_ per employee. (\$10,000 minimum when required)

Any questions concerning insurance and indemnity should be directed to Lane County Risk Management at 541-682-4392.



# CERTIFICATE OF LIABILITY INSURANCE

GLEAVSWEA

DATE (MM/DD/YYYY)  
6/30/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|          |  |   |                             |
|----------|--|---|-----------------------------|
| PRODUCER | Commercial Lines - 541-685-5300  | CONTACT NAME: Karen Wells                           |                             |
|          | Wells Fargo Insurance Services USA, Inc  | PHONE (A/C No. Ext): 541-685-5327                   | FAX (A/C No.): 541-338-9785 |
|          | 975 Oak Street, Suite 900  | E-MAIL ADDRESS: karen.wells@wellsfargo.com          |                             |
|          | Eugene, OR 97401   | INSURER(S) AFFORDING COVERAGE                       | NAIC #                      |
|          |  | INSURER A: American Casualty Company of Reading, PA | 20427                       |
| INSURED  | Gleaves, Swearingen, Potter & Scott, LL<br>975 Oak St Suite 800<br><br>Eugene OR 97401 | INSURER B:  |                             |
|          |  | INSURER C:  |                             |
|          |  | INSURER D:  |                             |
|          |  | INSURER E:  |                             |
|          |  | INSURER F:  |                             |
|          |  |   |                             |

## COVERAGES

CERTIFICATE NUMBER: 2967664

REVISION NUMBER: See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL SUBR INSR | WVD                            | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                    |              |
|----------|--|----------------|--------------------------------|---------------|-------------------------|-------------------------|---|--------------|
| A        | GENERAL LIABILITY  |                |                                | 2097209472    | 06/30/11                | 06/30/12                | EACH OCCURRENCE                           | \$ 1,000,000 |
|          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY               |                |                                |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 300,000   |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR |                |                                |               |                         |                         | MED EXP (Any one person)                  | \$ 10,000    |
|          |  |                |                                |               |                         |                         | PERSONAL & ADV INJURY                     | \$ 1,000,000 |
|          |  |                |                                |               |                         |                         | GENERAL AGGREGATE                         | \$ 2,000,000 |
|          |  |                |                                |               |                         |                         | PRODUCTS - COM/OP AGG                     | \$ 2,000,000 |
|          |  |                |                                |               |                         |                         |   | \$           |
|          |  |                |                                |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident)       | \$           |
|          |  |                |                                |               |                         |                         | BODILY INJURY (Per person)                | \$           |
|          |  |                |                                |               |                         |                         | BODILY INJURY (Per accident)              | \$           |
|          |  |                | PROPERTY DAMAGE (Per accident) | \$            |                         |                         |   |              |
|          |  |                |                                | \$            |                         |                         |   |              |
|          | UMBRELLA LIAB  |                |                                |               |                         |                         | EACH OCCURRENCE                           | \$           |
|          | EXCESS LIAB  |                |                                |               |                         |                         | AGGREGATE                                 | \$           |
|          |  |                |                                |               |                         |                         |   | \$           |
|          | DED  |                |                                |               |                         |                         |   |              |
|          | RETENTION \$   |                |                                |               |                         |                         |   |              |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                  |                |                                |               |                         |                         | WC STATUTORY LIMITS                       | OTH-ER       |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)    |                |                                |               |                         |                         | E.L. EACH ACCIDENT                        | \$           |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                         |                |                                |               |                         |                         | E.L. DISEASE - EA EMPLOYEE                | \$           |
|          |  |                |                                |               |                         |                         | E.L. DISEASE - POLICY LIMIT               | \$           |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Citizens Building LLC is named as Additional Insured per Endorsement #SB146932B Attached

## CERTIFICATE HOLDER

## CANCELLATION

Citizens Building LLC  
975 Oak St  
Eugene, OR 97401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



## PROFESSIONAL LIABILITY FUND

Mailing Address:

PO Box 231600  
Tigard, OR 97281-1600

Telephone Number

503 639-6911  
TOLL FREE IN OREGON 1-800-452-1639  
Fax: 503 213-5463  
[www.csblpf.org](http://www.csblpf.org)

Street Address:

Suite 300  
16037 SW Upper Boones Ferry Road  
Tigard, OR 97224

### 2011 EXCESS PROGRAM DECLARATIONS SHEET EXCESS PLAN NUMBER - 11-686-8833

CLAIMS MADE EXCESS PLAN. THIS EXCESS PLAN PROVIDES COVERAGE FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE COVERED PARTY DURING THE COVERAGE PERIOD OR THE EXTENDED REPORTING PERIOD, IF PURCHASED, AND REPORTED TO US IN ACCORDANCE WITH THE TERMS OF THIS EXCESS PLAN. PLEASE REVIEW THE EXCESS PLAN CAREFULLY.

THIS EXCESS PLAN CONTAINS PROVISIONS THAT REDUCE THE LIMITS OF COVERAGE STATED IN THE EXCESS PLAN BY THE COSTS OF LEGAL DEFENSE.

THIS EXCESS PLAN IS ASSESSABLE AS PROVIDED UNDER SECTION XI OF THE EXCESS PLAN AND IN THE APPLICATION.

**1. THE FIRM:**

GLEAVES SWEARINGEN POTTER & SCOTT LLP

**2. ADDRESS:**

975 OAK STREET, SUITE 800  
P.O. BOX 1147  
EUGENE, OR 97440

**3. COVERAGE PERIOD:**

JANUARY 01, 2011 TO DECEMBER 31, 2011

**4. LIMITS OF COVERAGE:**

\$4,700,000 EACH CLAIM  
\$4,700,000 AGGREGATE  
EXCESS OF PLF PRIMARY LIMITS

**5. DEDUCTIBLE:**

-- NONE --

**6. EXCESS PLAN ASSESSMENT:**

\$51,635

**7. ENDORSEMENTS:**

F - PREDECESSOR FIRM

**8. RETROACTIVE DATE:**

APPLICABLE 2011 PLF CLAIMS MADE PLAN RETROACTIVE DATE(S)  
OR 01/01/1924, WHICHEVER DATE IS MOST RECENT.

**9. EXCESS PLAN FORM:**

2011 CLAIMS MADE EXCESS PLAN

**10. FIRM ATTORNEYS:**

640980 MALCOLM H. SCOTT  
681580 JAMES W SPICKERMAN  
732637 DOUGLAS R. SCHULTZ  
742060 WILLIAM H. MARTIN  
751151 HOWARD F FEINMAN  
752175 STEPHEN O. LANE  
773229 MARTHA J. RODMAN  
821887 FREDERICK A. BATSON  
822070 JON V. BUERSTATTE  
883737 PATRICIA LOCKARY CHAPMAN  
913139 THOMAS HERRMANN  
934665 LAURA TANDY MONTGOMERY  
953370 VALERI L LOVE  
973796 IAN I RICHARDSON  
060041 DANIEL WEBB HOWARD  
064933 ROBERT STEPHEN RUSSELL  
071187 MICHAEL T FAULCONER  
074478 LAURIE A NELSON  
075255 JOSHUA K SMITH  
083806 CASSIE KELLOGG  
094515 THOMAS K N MOSEMAN

**11. PREDECESSOR FIRMS:**

\* CASS SCOTT WOODS & SMITH

**12. FORMER ATTORNEYS:**

651002 STANDLEE G POTTER  
731050 ANSEL J GIUSTINA  
950974 WALTER W MILLER  
981967 JOSHUA A CLARK  
001705 KATE ANNE THOMPSON  
043858 TANYA C O'NEIL  
045516 DANIEL P ELLISON  
050238 JANE M YATES  
051940 SEAN M BANNON  
054993 KIRK M REYNOLDS  
084568 HARVEY W ROGERS III

**13. OTHER CONDITIONS OR REQUIREMENTS:**

-- NONE--

**14. CURRENT NON-OREGON ATTORNEYS**

-- NONE--

**15. FORMER NON-OREGON ATTORNEYS**

-- NONE--

**16. EXCLUDED ATTORNEYS**

-- NONE--

**17. EXCLUDED FIRMS**

-- NONE--

ENDORSEMENT F (Predecessor Firm)

The Excess Plan to which this Endorsement is attached is amended as follows:

1. Notwithstanding the definition of PREDECESSOR FIRM stated at Subsection B.1 of THE FIRM'S application for excess coverage, the firm or firms marked with an asterisk (\*) at Section 11 of the Declarations shall be considered as a PREDECESSOR FIRM or as PREDECESSOR FIRMS under this Excess Plan.